

## **REMARKS**

Claims 26, 29, 31-33, 35, 36, 39, 46-53, 55, 100, 101 and 103-106 remain in the application for prosecution. Claims 1-25, 27, 28, 30, 34, 37, 38, 40-45, 54, 56-99 and 102 have been cancelled.

### **Claim Rejections – 35 U.S.C. § 103**

Claims 26, 29, 31-33, 35, 36, 39, 46-53, 55, 100, 101 and 103-106 were rejected under 35 U.S.C. § 103(a) as being obvious over U.S. Patent No. 6,254,483 to Acres (“Acres”) in view of IGWB New '97 Games (“IGWB”).

The Applicants respectfully request that the Examiner reconsider the rejections based on Acres and IGWB set forth in the Final Office Action dated July 6, 2004. As described below, the teachings of Acres and IGWB fail to disclose several limitations of the pending claims. The Applicants respectfully request the Examiner to consider these teachings in light of the pending claims and issue a Notice of Allowance.

### **The Teachings of Acres and IGWB**

Before reconsidering the rejections of the pending claims, the Applicants respectfully request the Examiner to consider the following four (4) points.

First, neither Acres nor IGWB discloses any type of themed artwork that is associated with a holiday. There is absolutely no disclosure or teaching of game symbols, animated characters, or other visual elements that are indicative of a holiday. In fact, the final Office Action admits that “Acres does not specifically disclose the themed artwork being associated with the holiday.” Final Office Action, dated July 6, 2004, pp. 2-3. And, without question, IGWB mentions nothing about holidays.

Second, in Acres and IGWB, there is no disclosure or teaching of the wagering game that automatically changes from a first game theme to a second game theme or player-selectable visual elements have indicia associated with the second theme. The Office Action states that Acres discloses that background color and card decorations can be reconfigured within the configuration mode." Final Office Action, p. 3. (emphasis added) Regarding what is meant by "the configuration mode," Acres teaches as follows:

Such options are selected by using a key switch at each machine that places the machine into a configuration mode. When in this mode, the casino employee configures the machine for such things as the maximum jackpot that can be paid by the machine before a hand payment is required. The rate at which the jackpot meter increments may also be selected as well as special effects generated by the machine in response to a jackpot. And if the jurisdiction permits, the payable may be changed when the machine is in the configuration mode. Otherwise, the only way to change the payable is to replace the PROM with another containing a different payable.

Poker machines, when placed in a configuration mode as described above, display information about the status of the various options on the video monitor that is used to display the cards and other information when the game is played. On the poker machine, sound, background color, and card decoration, which may be configured to display the casino's logo, are examples of the parameters that can be changed when the machine is in the configuration mode.

Col. 1, lines 45-65. (emphasis added) As such, in Acres, the only time background color or card decorations are discussed is in the configuration mode, wherein a casino employee makes the changes. There is absolutely no teaching in Acres of a processor that automatically selects one of the two data sets corresponding to different themes, or of an automatic displaying of the modified game theme.

Third, the Final Office Action states “Acres further discloses that the appearance of the game can be altered based upon a societal event such as a holiday.” Final Office Action, p. 3. **This statement is not accurate.** Nor does the Final Office Action cite to a section of Acres that supports this statement, which is used for rejecting all of the claims. Again, the only thing that Acres discloses is a change in a background color or a card decoration (to make it like a casino’s logo). Column 1, lines 62-65. But, none of this occurs relative to a holiday. And neither a card logo nor a background color, by itself, establishes a motif or theme corresponding to a commonly known societal event. The only teaching in Acres regarding a holiday is that the pay table should be changed in accordance with the demand on the casino floor, which is known to change during certain holidays. Simply mentioning that a payback percentage can change on a certain holiday is **not** a teaching of altering the game theme on that same holiday.

And fourth, IGWB does **not** disclose player-selectable elements, much less, player-selectable elements that have been changed to a new theme, one that is indicative of a societal event. The “sevens, cherries, and cabooses” may be symbols that indicate an outcome, but there is no teaching that a player **selects** these symbols while playing the game. In fact, page 11 of IBGW simply teaches that gaming-machine manufacturers unveil new gaming machines each year, and does **not** suggest anything about **one particular gaming machine** having the ability to alter its symbols at a predetermined time while the game is in operation. IGWB also mentions nothing about a video display presenting character animation. IGWB discusses the idea of a group of adjacent gaming machines have a common theme, for example, locating a 3-D fireman and a 3-D Dalmatian above a group of gaming machines. Nowhere does this passage in IGWB discuss animated characters on the video display. Further, considering that this passage in IGWB teaches the idea of creating a larger-than-life, grand theme on a group of adjacent gaming machines by

using physical 3-D objects (e.g., a fireman, a Dalmatian, etc.) attached to the gaming machines to create the theme, why would the skilled artisan read this passage and conclude it is acceptable to change the theme on the video displays of the gaming machines? If that were done, then the 3-D fireman and a 3-D Dalmatian above the gaming machines would be out-of-sync with the altered theme being displayed on the video displays of the adjacent gaming machines.

#### **Claim 26**

Claim 26 is directed to the concept of the thematic art work on the video display changing to an entirely different theme – a holiday theme – having animated characters with indicia of the holiday theme. A few examples are provided in FIGS. 13-15.

As such, the prior art fails to disclose, a memory device storing a data set for producing at least two different types of thematic game artwork, wherein “one of said at least two different types of thematic game artwork has a standard motif” and “another of said at least two different types of thematic game artwork has a holiday motif including animated characters having indicia associated with said holiday motif.”

The prior art also fails to teach, “said processor **automatically** selecting one of said at least two data sets primarily in response to said processor monitoring a time signal corresponding to at least one day in a calendar year, said at least one day being a holiday.” (emphasis added). Acres simply teaches to change the background color or a card decoration in a configuration mode, which is performed by **a casino employee**. Column 1, lines 45-65. Background color and card decorations, however, do **not** constitute themes by themselves. And, they surely do not create a holiday motif with animated characters having indicia of the holiday motif. IGWB also mentions nothing about a video display presenting character animation. Rather, it discusses the

idea of a group of adjacent gaming machines have a common theme, for example, locating a 3-D fireman and a 3-D Dalmatian above a group of gaming machines. Nowhere does IGWB discuss animated characters on the video display.

In short, the references fail to disclose all of the elements of claim 26, nor can they be combined to render claim 26 obvious. Claim 26 and its dependent claims are believed to be allowable.

#### **Claim 46**

Claim 46 requires “automatically displaying, on the video display, modified game artwork in response to said real time being a predetermined time, said modified game artwork have a second theme different from the first theme, the second theme being indicative of a commonly known societal event that is associated with said predetermined time.” There is no teaching in Acres or IGWB of automatically displaying modified game artwork on the video display, wherein the modified game artwork has a different theme that is indicative of a commonly known societal event. Nor is there any teaching of the different theme being automatically displayed in response to a predetermined time that is associated with said commonly known societal event.

Claim 46 further requires modified game artwork that includes “visual elements on said video display that are selectable by said player and have indicia associated with said second theme” and “randomly selecting one of a plurality of outcomes of said gaming machine in response to a wager amount and receiving a selection by a player of at least one of said visual elements.” Neither Acres nor IGWB teach or disclose that, on a certain societal event, the appearance of the gaming machine should change (i) so that player-selectable visual elements are

presented with indicia corresponding to that certain societal event, and (ii) the player-selectable visual elements are selected by the player during the operation of the gaming machine.

In short, the references fail to disclose all of the elements of claim 46, nor can they be combined to render claim 46 obvious. Claim 46 and its dependent claims are believed to be allowable.

#### **Claim 100**

Claim 100 has been amended to include one type of modification to the symbols. Specifically, the symbols do not entirely change. Rather, the modified symbols are the same as the standard symbols, but have indicia indicative of a commonly known societal event so as to have a second theme different from a first theme. Several examples can be seen by comparing FIGS. 7 and 13 (*e.g.*, items 92, 94 and 96 in FIG. 13).

In addition to the reasons set forth above regarding Acres' and IGWB's failure to teach modifying game symbols to be indicative of a commonly known societal event, neither of these references teaches adding indicia to the standard symbols to provide a different theme to the game being played at the gaming machine. Furthermore, neither of these references teaches "automatically displaying" these modified symbols in response to the real time being a predetermined time. (emphasis added)

As such, independent claim 100 and its dependent claims (claims 105 and 106) are believed to be in a condition for allowance.

#### **Claim 101**

Claim 101 has been amended to require it to be a standard slot machine with video reels where the symbols on the reels are altered from a first set of symbols to a second set of symbols.

The second set of symbols are indicative of a commonly known societal event. One example can be seen by comparing FIGS. 1 and 12.

Claim 101 specifically requires "displaying the game outcomes using symbols selected from a second set of symbols" in response to the real time being a predetermined time and "the second set of symbols being different from said first set of symbols and being indicative of a commonly known societal event that is associated with said predetermined time." Acres and IGWB fail to teach modifying game symbols that are indicative of a commonly known societal event. Nor do these references teach that the symbols on the video reels should be altered at a predetermined time corresponding to a commonly known societal event.

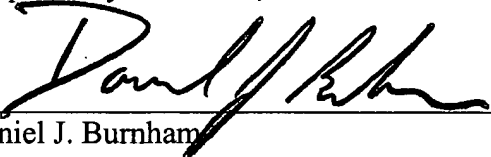
As such, independent claim 101 and its dependent claims (claims 103 and 104) are believed to be in a condition for allowance.

### **Conclusion**

It is the Applicant's belief that the claims are now in condition for allowance, and action towards that end is respectfully requested. If there are any matters which may be resolved or clarified through a telephone interview, the Examiner is requested to contact the undersigned attorney at the number indicated.

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Respectfully submitted,



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